



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

September 02, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 September 2, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT AND THE CITY OF MONTEREY PARK FOR THE PURCHASE OF A FIRE ENGINE BY THE CITY (1ST DISTRICT) (3 VOTES)

SUBJECT

Approve the attached Agreement with the City of Monterey Park (City) for the purchase of a fire engine from the Consolidated Fire Protection District (Fire District) to replace a City engine recently damaged in an accident in the City.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

Approve and instruct the Chairman to sign the attached Agreement with the City for the purchase of an engine by the City from the Fire District to replace a City engine recently severely damaged in an accident in the City.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Fire District has received a request from the City to purchase one of the Fire District's newly acquired engines, a 2014 KME Predator Engine (KME Apparatus), to replace a City engine that was recently severely damaged in a vehicular accident with the City of Alhambra Fire Department.

The City has agreed to purchase the KME Apparatus as is and will be responsible for any outfitting necessary to meet the City's requirements.

The KME Apparatus is one of seven pumper engines the Fire District acquired this year as part of our annual fleet replacement plan. The purchase amount of \$449,056, includes Internal Services Department's (ISD) surcharge of 1.18%. To replace the KME Apparatus, the Fire District will be purchasing another one at the end of this year through the ISD's solicitation process. The Fire District must charge the City for the full replacement cost of the KME Apparatus, which is currently estimated to be \$464,416 inclusive of ISD's surcharge of 1.18%.

Approval of the City's request will enable the City to promptly resume service delivery to its residents with minimal disruption.

Implementation of Strategic Plan Goals

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

Under the Agreement, the Fire District would be fully reimbursed for the current estimated replacement costs of a new KME Predator Engine.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement was approved by the City on July 16, 2014. The Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There would be no impact on current services. Approval of the recommended action would allow the City to purchase one of the Fire District's newly acquired replacement vehicles. The sale of a KME Apparatus to the City by the Fire District will result in no service disruptions to the Fire District. The Fire District will undertake a solicitation to replace the KME Apparatus at the end of this year.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return one (1) signed original and two (2) copies of the Agreement and a copy of the adopted Board letter to:

Consolidated Fire Protection District of Los Angeles County
Planning Division

The Honorable Board of Supervisors

9/2/2014

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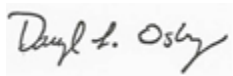
1320 N. Eastern Avenue

Los Angeles, CA 90063

Attention: Debbie Aguirre, Division Chief

The Fire District will forward the executed original Agreement to the City for their files.

Respectfully submitted,

A handwritten signature in cursive script, reading "Daryl L. Osby". The signature is written in dark ink on a light-colored background.

DARYL L. OSBY

FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

AGREEMENT BY AND BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE CITY OF MONTEREY PARK FOR THE SALE OF A FIRE APPARATUS VEHICLE

THIS AGREEMENT is made and entered into this 2nd day of September, 2014, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," and the CITY OF MONTEREY PARK, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, DISTRICT is the owner of a new 2014 KME Predator Engine, VIN No. 1K9AF4284EN058613, License Number 1440965, District Apparatus No. F2334, hereinafter "KME Apparatus"; and

WHEREAS, CITY has an immediate need and DISTRICT has offered the sale of the KME Apparatus to replace a CITY engine which was badly damaged in a recent accident in order to respond to emergency calls within the CITY; and

WHEREAS, CITY and DISTRICT are desirous of entering into an Agreement which will provide for the sale of the KME Apparatus by the DISTRICT to the CITY; and

WHEREAS, this Agreement is authorized by §13861 of the Health and Safety Code of the State of California.

NOW, THEREFORE, IN CONSIDERATION of the covenants, representations and agreements set forth herein, the parties mutually agreed as follows:

SECTION I. TERMS AND COMPENSATION

1) Within five business days following the execution of this Agreement, CITY shall remit advance payment to the DISTRICT in the amount of \$464,416 for the KME Apparatus. This amount reflects DISTRICT's current estimated replacement cost for the KME Apparatus (\$459,000) and a 1.18% surcharge (\$5,416) for DISTRICT's solicitation cost to acquire the KME Apparatus. The CITY agrees to pay the DISTRICT the full amount of the cost of a replacement KME Apparatus. Upon receipt of full payment by DISTRICT and within five business days, DISTRICT shall deliver the KME Apparatus to CITY, as is, without any

1 additional outfitting work. CITY, at its sole discretion, will be responsible for any additional
2 outfitting work that is necessary to meet CITY's requirements.

3 The advance payment can be sent to:

4 Consolidated Fire Protection District of Los Angeles County
5 Financial Management Division
6 P.O. Box 910901
7 Commerce, CA 90091-0901
8 Attention: Revenue Management

9 Upon DISTRICT's receipt of the actual cost of the KME Apparatus, DISTRICT will provide the
10 final invoice to the CITY for any additional amounts due by the CITY or will refund the CITY
11 any portion of the CITY's payment in excess of actual DISTRICT cost.

12 2) In addition to the compensation provided for in Paragraph 1 above, the CITY
13 acknowledges that the DISTRICT has registered the KME Apparatus with the California
14 Department of Motor Vehicles (DMV). The CITY shall pay all applicable fees, sales tax and
15 transfer fees due to the DMV, or any other entity or agency, as a result of purchasing the KME
16 Apparatus from the DISTRICT. The CITY and DISTRICT agree to work in good faith to
17 execute any required documentation for the transfer of title from the DISTRICT to the CITY.

18 **SECTION II. INDEMNIFICATION**

19 CITY shall indemnify, defend, and hold harmless DISTRICT, its agents, officers, and
20 employees from and against any and all liability and expense, including defense costs and
21 legal fees, arising from or connected with any claims or lawsuits against DISTRICT for any
22 contractual dispute, personal injury, death, or property damage of any kind whatsoever which
23 in any way arise from any CITY use or maintenance of the KME Apparatus.

24 **SECTION III. ENTIRE AGREEMENT**

25 This Agreement constitutes the entire understanding and agreement of the parties.

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1 **IN WITNESS WHEREOF**, the City of Monterey Park, by action of its City Council, has
2 caused this Agreement to be duly executed, and the Consolidated Fire Protection District of
3 Los Angeles, by order of its Board of Supervisors, as the governing body of the DISTRICT,
4 has caused this Agreement to be executed on its behalf by the Chairman of said Board and
5 attested by the Clerk thereof on the day and year herein below.

6
7 CITY OF MONTEREY PARK

CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY


8
9 
10 _____
11 Mayor



Chairman, Board of Supervisors


12
13 ATTEST:

ATTEST:

14
15 
16 _____
17 City Clerk




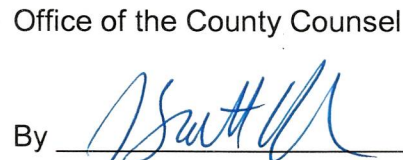
SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors

18 
19 _____
20 Deputy

21 APPROVED AS TO FORM:

APPROVED AS TO FORM:

22
23 By 
24 _____
25 City Attorney

Office of the County Counsel
26 By 
27 _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
Monterey Park/Monterey Park Apparatus Agmt.doc

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By 
3 _____
Deputy

#30 SEP 02 2014


SACHI A. HAMAI
EXECUTIVE OFFICER



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